

1. DEFINITIONS

In these Terms of Sale the following meanings shall apply:

"We" and "Us"	Means	STOKE-ON-TRENT TIMBER COMPANY LIMITED
"You"	Means	the person seeking to purchase Goods from Us.
"the Goods"	Means	the goods or where the context permits the services to be supplied by Us.
"Company Signatory"	Means	a person authorised by Us.
"the Terms"	Means	the terms set out in this document and any special terms agreed in writing between a Company Signatory and You.
"the Contract"	Means	the contract for the supply of Goods incorporating these Terms.
"Consumer"	Means	any natural person acting for purposes outside their trade, business or profession.
"the Defect"	Means	the condition and/or any attribute of the Goods and/or any other circumstances which but for the effect of these Terms would have entitled You to damages.

2. THE CONTRACT

- 2.1 All orders are accepted by Us only under these Terms and they may not be altered other than with the written agreement of a Company Signatory. Any contract or additional terms unless so agreed are excluded.
- 2.2 Quotations are invitations to treat only.
- 2.3 Orders may be cancelled only with the written agreement of a Company Signatory and You will indemnify Us against all costs claims losses or expenses incurred as a result of that cancellation.
- 2.4 You shall be responsible to Us for ensuring the accuracy of the terms of any order including any applicable design drawing or specification provided to Us by You and for giving Us any necessary information relating to the Goods within a sufficient time to enable Us to perform the Contract in accordance with its Terms.
- 2.5
 - 2.5.1 It is Your responsibility to be fully conversant with the nature and performance of the Goods including any harmful or hazardous effects their use may have.
 - 2.5.2 Without prejudice to Clause 2.5.4 of these Terms while We take every precaution in the preparation of our catalogues technical circulars price lists and other literature these documents are for your general guidance only and statements included in these documents (in the absence of fraud on our part) shall not constitute representations by Us and We shall not be bound by them.
 - 2.5.3 If You require advice including Health and Safety information in relation to the Goods a specific request for advice should be made and any advice given in writing by a Company Signatory in response to such a request shall amount to a representation and We shall be liable accordingly.
 - 2.5.4 We shall not be liable in respect of any misrepresentation made by Us our employees or agents to You your your employees or agents as to the condition of the Goods their fitness for any purpose or as to quantity or measurements unless the representation is:
 - 2.5.4.1 made or confirmed in writing by a Company Signatory; and/or
 - 2.5.4.2 Fraudulent.
 - 2.5.5 For the avoidance of doubt our liability for damages for misrepresentation (other than fraudulent) is excluded or limited by Clause 8 of these Terms.

3. PRICE

- 3.1 The price of the Goods shall be as published in our price list current at the date of delivery of the Goods. The price is exclusive of VAT which shall be due at the rate ruling on the date of a VAT invoice.
- 3.2 Prices listed or quoted are based on costs prevailing at the time when they are given or agreed. We shall be entitled to adjust the price of the Goods as at the time of delivery by such amount as may be necessary to cover any increase sustained by Us after the date of acceptance of your order and any direct or indirect costs of making obtaining handling or supplying the Goods.
- 3.3 Prices listed or quoted are applicable to the quantity specified and the information provided by You at the time of order. In the event of orders being placed for lesser quantities or if there is any change in specifications, delivery dates, or delay is caused by your instructions or lack of instructions we shall be entitled to adjust the price of Goods as ordered to take account of the variations.
- 3.4 We shall have the option of supplying any Goods ordered by You in imperial measurements in the nearest equivalent metric measurements and the Goods may be changed in metric measure allowing for conversions.

4. PAYMENT

- 4.1 Unless the sale is for cash or other credit terms have been agreed in writing with a Company Signatory all accounts are due for payment on the last day of the month following the month in which the Goods are delivered.
- 4.2 We will accept payment of accounts by Credit Card subject to a 2% surcharge.
- 4.3 Late payments will incur interest at the rate of 8% per annum above the base rate of National Westminster Bank plc in force from time to time from the due date until the date of payment after as well as before judgement.
- 4.4 Credit facilities may be withdrawn or reduced at any time in our sole discretion.
- 4.5 Even if We have previously agreed to give You credit we reserve the right to refuse to execute any order or contract if the arrangements for payment or your credit rating is not satisfactory to Us or payment for each consignment when it is available and before it is despatched in which case delivery will not be affected until We are in receipt of security or cleared funds as requested by Us.
- 4.6 In the case of short delivery You will remain liable to pay the full invoice price of all Goods delivered or available for delivery.
- 4.7 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason whatever.
- 4.8 We shall be entitled at all times to set off any debt or claim of whatever nature which We may have against You against any sums due from Us to You.

5. DELIVERY

- 5.1 Delivery will be effected when the Goods leave our premises whether carried by Us or an independent carrier or the premises of our suppliers when the Goods are delivered direct from suppliers.
- 5.2 **Delivery dates are given in good faith but are estimates only.**
- 5.3 Time for delivery shall not be of the essence of the Contract.
- 5.4 **For the avoidance of doubt and without detracting from any other provisions of these Terms We shall not be liable for any damages whatsoever whether direct or indirect**